

**JUDGE DANIELS**

2-751167  
 UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK  
 -----X  
 ZIM AMERICAN INTEGRATED  
 SHIPPING SERVICES, INC.,

**07 CIV 6278**

Plaintiff,

- against -

ABDEEN MARBLE, INC., and  
 NATURAL STONE TRADING, INC.,

CIVIL COMPLAINE  
IN ADMIRALTY

JUL 09 2007

U.S.D.C. S.D.N.Y.  
CASHIERS

Defendants.

-----X

Plaintiff ZIM AMERICAN INTEGRATED SHIPPING SERVICES, INC., by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against defendants ABDEEN MARBLE, INC. and NATURAL STONE TRADING, INC., in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq., and Paragraph 24 of the Bill of Lading.

2. At all times hereinafter mentioned, plaintiff ZIM INTEGRATED SHIPPING SERVICES, INC. was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 5801 Lake Wright Drive, Norfolk, VA 23502.

3. Upon information and belief and at all times hereinafter mentioned, defendants had and now have the legal status and place of business as set forth in Schedule A.

4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendants pursuant to plaintiff's public tariff.

5. Thereafter, the said goods were transported to the ports of destination and delivered to the consignee and/or its agents.

6. Plaintiff has duly performed all duties and obligations required to be performed by plaintiff.

7. Defendants have failed and refused and continue to fail and to refuse to remit the \$4,487.00 due, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$4,487.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon from the respective dates due, costs, disbursements, and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendants citing them to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York  
July 9, 2007

LAW OFFICES OF  
ALBERT J. AVALLONE & ASSOCIATES

By \_\_\_\_\_

  
Albert J. Avallone - AA1679  
Attorneys for Plaintiff  
ZIM AMERICAN INTEGRATED  
SHIPPING SERVICES, INC.  
551 Fifth Avenue, Suite 1625  
New York, NY 10176  
(212) 696-1760

SCHEDULE A

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I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant ABDEEN MARBLE, INC. was and still is a corporation organized and existing under the laws of the State of New York, with offices and a place of business at 4 Commerce Drive, Carmel, NY 10512.

B. Upon information and belief and at all times hereinafter mentioned, defendant NATURAL STONE TRADING, INC. was and still is a corporation organized and existing under the laws of the State of New York, with offices and a place of business at 33 Stagg St., Brooklyn, NY 11206.

II. Particulars:

1. Bill of Lading No. SSPHPSD8890, dated August 3, 2006, from Port Said to New York on the Vessel NASIA POLARIS, two (2) twenty-foot containers at the applicable tariff charge of \$4,487.00 (Exhibit A). Defendant NATURL STONE TRADING, INC. check no. 4802 of August 31, 2006, issued to obtain release of the cargo, was dishonored by the bank due to Insufficient Funds (Exhibit B).

Amount Paid: \$0

Amount Due: \$4,487.00

III. Total Amount Due: \$4,487.00

SHIPPER/EXPORTER NAME & ADDRESS:  
**ABDEEN CO. FOR MARBLE AND GRANITE**  
**MALED ABDEEN , TORA EL MAADI SHAK EL**  
**'OBAN**  
**AIRO , EGYPT TEL: 202-7541093-7541187**  
**FAX: 202-7541032**

CONSIGNEE NAME & ADDRESS:  
**BDEEN MARBLE INC**  
**COMMERCE DR L. CARMEL, NY, 10512 U.S.A.**  
**EL: 0013368843399**  
**MOBIL: 0019145887693**

I. NOT NEGOTIABLE UNLESS CONIGNED TO ORDER:

SHIPPER NAME & ADDRESS:  
**BDEEN MARBLE INC**  
**COMMERCE DR L. CARMEL, NY, 10512 U.S.A.**  
**EL: 0013368843399 MOBIL: 0019145887693**

+ FOR DEFINITION SEE CLAUSE 2 OVERLEAF +

ITEM CARRIED BY (NODE) PLACE OF RECEIPT OF GOODS \*  
(IF CONTRACTED FOR)NAME VESSEL \* VOY. PORT OF LOADING \*  
**NASIA POLARIS** 626/W **PORT SAID**PORT OF DESTINATION \* FINAL DESTINATION \*  
**NEW YORK** **(IF CONTRACTED FOR)**

FORWARDING AGENT F/M/C No.

POINT AND COUNTRY OF ORIGIN (FOR MERCHANT'S REFERENCE ONLY)

REMARKS / EXPORT OR OTHER INSTRUCTIONS

## PARTICULARS AS FURNISHED BY SHIPPER

| MKS & NOS./CONT. NOS.          | DESCRIPTION OF GOODS   | WEIGHT | MEASUREMENT |
|--------------------------------|--|--------|-------------|
| 0221290-201-SEAL#181948-25 BOX | SEE ATTACHED FOR DESCRIPTION<br>0221290-201-SEAL#181925-24 BOX |        |             |

**NON-NEGOTIABLE**  
**EXHIBIT "A"**

| DETAILS            | PER | TOTAL  |         |
|--------------------|-----|--------|---------|
|                    |     | WEIGHT | PRICE   |
| IGHT COLLECT       |     |        |         |
| BOARD : 08/03/2006 |     |        |         |
| BUNKER/FUEL        |     |        |         |
| SECURITY MANIF     |     |        |         |
| INTERNATIONAL      |     |        |         |
| FREIGHT            |     |        |         |
| AD VALOREM FREIGHT |     |        |         |
|                    |     |        | 650.00  |
|                    |     |        | 25.00   |
|                    |     |        | 12.00   |
|                    |     |        | 3800.00 |
|                    |     |        | 4487.00 |

|   |  |
|---|--|
| MERCHANT'S DECLARED VALUE OF GOODS:<br>If Merchant enters a value, Carriers "package" limitation of liability shall not apply and Ad Valorem Freight will be charged (See Clause 23). | IN WITNESS whereof the Master or Agent of the said vessel has signed the number of original Bills of Lading stated below. All of this later and date. If this Bill of Lading is consigned to order, one shall be surrendered before delivery and the others to stand void. |
|---|--|

|  |                    |                           |
|--|--------------------|---------------------------|
| NOTE: Received in apparent good order and condition, unless otherwise stated herein, the shippers are bound by the terms of transportation herein, rules, and/or as set forth in the bill of lading. The goods in packages or containers sent in contain goods specified herein for carriage from the port of loading named herein in place of origin of goods as named herein, if contracted for, or in a voyage as described and agreed by this Bill of Lading and discharge at the port of destination or other destination named herein. If contracted for such carriage discharge or delivery being always subject to the terms, conditions, limitations, restrictions and other terms herein agreed. | FREIGHT PAYABLE AT | NO. OF ORIGINAL BL ISSUED |
|--|--------------------|---------------------------|

|  |             |   |
|--|-------------|---|
| Weight, measure, marks, numbers, quantity, contents and value as declared by shipper and unknown to the carrier. | DESTINATION | 3 |
|--|-------------|---|

|  |                         |
|--|-------------------------|
| in accepting this Bill of Lading the Merchant expressly accepts and agrees to be bound by all the terms, stipulations, exceptions, limitations, and restrictions stated herein, whether written, printed, stamped or otherwise inscribed on the front and/or reverse sides thereof as well as the provisions of the Carrier's published Tariff Rates, Regulations and schedules, without exceptions, as fully as if they were all signed by the Merchant; and the Carrier's understanding concerning the goods is made on the basis of the Merchant's acceptance of all agreements as aforesaid. | PLACE AND DATE OF ISSUE |
|--|-------------------------|

|  |   |
|--|---|
| The Merchant's attention is drawn to the fact that the terms of the Bill of Lading are continued on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and delay. The package limitation mentioned in Clause 23 will not be applicable in the event that contents are carefully declared, itemized, valued by the Merchant prior to loading and Ad Valorem Freight is paid or concealed for. Goods carried in containers are carried in accordance with and subject to Container Carriers' Rules and service terms. O. 1 overleaf, see Carriers' Container Rules and Tariffs (see Clause 23, Clauses 18 & 19 aforesaid). | As Agents for Zim Integrated Shipping Services Ltd.<br>As-Carrier |
|--|---|

**NON NEGOTIABLE** 4151

This is a LEGAL COPY of  
your check. You can use it  
the same way you would  
use the original check.

|  |  |   |
|--|--|---|
| NATURAL STONE TRADING, INC.<br>101 STANWOOD AVENUE<br>BROOKLYN, NY 11208     |  | SIGNATURE BANK<br>PRIVATE CLIENT GROUP 222<br>NEW YORK, NY 10016<br>1-800-222-0001  |
| Pay to the<br>order of:  | ZIM-AMERICAN MARINE SHIPPER<br><b>Payor Bank Advises<br/>Return Unpaid</b> | \$ 114,417.00   |
| Four Thousand Four Hundred Eighty-Seven and 00/100 Dollars                   |  | CURRENT   |
| 240 CONTAINER AVENUE<br>ONE WORLD TRADE CENTER (1 WTC)<br>NEW YORK, NY 10048 |  | <b>NSF</b>  |
| ACCO   | TEXAS 111350-0000000000000000  |  |
| P00480 2P 10 2003 05 15 4500964 2417   |  | OR AUTHORIZATION ONLY   |
| <i>SPM/PSP-D2290</i>   |  |   |

WORKBOOK

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**EXHIBIT "B"**